



City of Milpitas
Instructions to Bidder
RFQ No. 938
2007 New Ford F-250 Truck

FIRM QUOTE. Bidders' prices shall remain firm for a period of ninety (90) days from the Date Due, unless otherwise specified in the Request for Quotation (RFQ).

FORMS. Quotes must be submitted on preprinted Quote forms supplied by the Purchasing Office.

INK OR TYPEWRITTEN. All information, prices, notations, signatures, and corrections must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the quote.

PAYMENT TERMS. Discounts for payments made twenty (20) days or more from receipt of invoice will be considered in award of Quote. Payment discounts must be clearly shown on the quote form.

QUESTIONS. Questions regarding the use and operation of the vehicle shall be directed to Jeff Barron, Supervisor Fleet Maintenance, (408) 586-2657. General questions may be directed to the Purchasing Office by calling (408) 586-3162 or faxing to (408) 586-3170.

RESULTS. A tabulation of the quotes received and the final award will be available within a reasonable time after the Date Due. Results will be posted on the Purchasing Page of the City website at www.ci.milpitas.ca.gov, or faxed or mailed to interested parties upon written request.

RULES FOR SUBMITTING QUOTES.

- **Date Due.** Quotes must arrive in the Purchasing Office, 455 E. Calaveras Blvd., Milpitas, CA 95035-5411 by the Date Due shown on the Request For Quotations (RFQ).

RULES FOR SUBMITTING QUOTES – CONTINUED

- **Responsibility.** Bidders are solely responsible for ensuring their Quote is received by the City of Milpitas in accordance with the solicitation requirements, before the date and time specified in the RFQ, and at the place specified. The City of Milpitas shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Delivery of quote shall be made at the office specified in the RFQ. Deliveries made before the Date Due and time but to the wrong City of Milpitas office will be considered non-responsive unless re-delivery is made to the office specified before the Date Due and time specified in the RFQ.
- **Extension of Date Due And/Or Time.** The City of Milpitas reserves the right to extend the Date Due and/or time when it is in the best interest of the City of Milpitas.
- **Forms.** To be considered for award, each RFQ shall be made on forms furnished by the City of Milpitas.

- **Late Quotes.** It is the responsibility of the Bidder to ensure that their quote arrives before the due date and time, "late" quotes will not be considered.
- **Signature.** To be considered for award, each RFQ shall be signed by an authorized representative of the bidder.

TERMS OF THE OFFER. City of Milpitas' acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the City of Milpitas. Quotes offering terms other than those shown herein will be declared non-responsive and will not be considered.

WITHDRAWAL. Bidders' authorized representative may withdraw Quotes only by written request received by the (purchasing agent) before the Quote Date Due. After that time, Bidders may not withdraw their Quotes for a period of ninety (90) days from the date of opening. At no time may the successful Bidder(s) withdraw his Quote.

Terms and Conditions

AGREEMENT. Submission of a signed quote will be interpreted to mean bidder hereby agrees to all the terms and conditions set forth in all the pages of this Request for Quotations. Bidder's signed quote and City of Milpitas' written acceptance or purchase order shall constitute a contract.

ASSIGNMENT OF RIGHTS OR OBLIGATIONS. Successful Bidder may not assign, transfer or sell any rights or obligations resulting from this quote without first obtaining the specific written consent of the City of Milpitas.

CANCELLATION OF SOLICITATION. The City of Milpitas may cancel this solicitation at any time.

LAWS GOVERNING THE CONTRACT. This contract shall be in accordance with the laws of the state of California. Parties further stipulate that this contract was entered into in the County of Santa Clara and the State of California is the only appropriate forum for any litigation resulting from breach hereof or any questions arising herefrom.

RIGHTS RESERVED.

A. Rejection. The City of Milpitas reserves the right to reject any or all quotes or any part thereof, or to accept any quote or any part thereof, or to waive any informalities in any quote, whenever it is deemed to be in the best interest of the City of Milpitas. The City of Milpitas also reserves the right to reject the quote of any bidder who has previously failed to perform adequately for the City of Milpitas or any other governmental agency.

B. Cover. Should the successful bidder fail to comply with the conditions of this quote or fail to complete the required work or furnish the required materials within the time stipulated, the City of Milpitas reserves the right to purchase the materials in open market, or to complete the required work, at the expense of the successful bidder.

C. Severability. If any provision, or any portion of any provision, of any contract resulting from this quote shall be held invalid, illegal, or unenforceable, the remaining provisions or portions of any provisions shall be valid and enforceable to the extent possible.

WARRANTY BY BIDDER. Successful Bidder shall fully warrant all materials, equipment, and service against poor and inferior quality or workmanship for a period of not less than one (3) years from date of final acceptance by the City of Milpitas. Time is of the essence of this contract. Successful Bidder shall repair or replace any inoperable materials or equipment in a timely manner during warranty period.

Special Provisions For Materials And Equipment

AUTHORIZED DISTRIBUTOR. Successful Bidder must be an Authorized Distributor for the product offered, or with his quote, he must submit documentation from an authorized distributor from whom he has purchased the specified materials or equipment. Said documentation must state that the distributor will honor all manufacturers' warranties.

COMPLIANCE WITH LAWS. All quotes shall comply with current federal, state, and other laws relative thereto.

COMPLIANCE WITH OSHA. Bidder agrees that any item(s) offered comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards and regulations, and that Bidder will indemnify and hold the buyer harmless for any failure to so conform.

DELIVERY HOURS. Unless otherwise specified, all items must be delivered to the address shown in the contract, Monday through Friday, between the hours of 8:00 A.M. & 12:00 P.M. and 12:00 P.M. and 4:00 P.M., excluding holidays.

DEMONSTRATION OF PRODUCT OFFERED. A demonstration of the item(s) offered may be required. If the demonstration cannot be performed at a City of Milpitas facility, the demonstration must be performed within a 60-mile radius of the City of Milpitas. Bidders shall indicate on their bid the location of the demonstration site. Bids for item(s) that do not perform to the City of Milpitas' satisfaction during the demonstration will be declared non-responsive and will not be considered for award of bid.

F.O.B. POINT & SHIPPING CHARGES. All prices shall be quoted F.O.B. destination, City of Milpitas, California. All shipping, handling and freight charges must be shown separately on quote form.

MANUFACTURER & MODEL NUMBER. Bidder must state the manufacturer's name and model number of each item proposed in this bid.

NEW AND UNUSED. Unless specifically provided to the contrary, all material and equipment shall be new and unused and of the current production year. Bids that are received for other than the current production year or for items and materials that have been previously used will be rejected.

SAFETY STANDARDS. Item(s) offered by the bidder must conform to Safety Orders of the State of California, Division of Industrial Safety.

TAXES. The City of Milpitas is subject to California State Sales Tax, but is exempt from Federal Excise Tax. Tax shall not be included in any unit prices quoted hereon, but should be shown as a separate item. Sales tax will be added if appropriate, to any order resulting from this solicitation.

WARRANTY BY MANUFACTURER(S). Copies or descriptions of all manufacturer(s)'s warranties shall accompany quote for the item(s) proposed. The description(s) shall include the length and scope of the warranties.